

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

-----X  
ADAM D. WHITE,

Plaintiff,

-against-

SHOLEM KLEIN, THE CITY OF NEW YORK, NEW  
YORK CITY POLICE DEPARTMENT ("NYPD")  
SERGEANT LEIGHTON BARRETT, NYPD  
SERGEANT KURT KLENKE, NYPD OFFICER  
AHMED ALI, NYPD OFFICER PALAKPREET KAUR,  
NYPD OFFICER ADAM PHILLIPS, NYPD OFFICER  
CARLOS REBOLLEDOCORTES, AND NYPD  
OFFICER IKRAM ULLAH,

Defendants.  
-----X

***[PROPOSED]***  
**JUDGMENT AGAINST  
THE CITY OF NEW  
YORK**

**23-cv-06924 (RER)(MMH)**

**WHEREAS**, Plaintiff commenced this action by filing a complaint on September 19, 2023, alleging that Defendants violated Plaintiff's rights under the federal constitution and state law; and

**WHEREAS**, on December 20, 2024, pursuant to Rule 68 of the Federal Rules of Civil Procedure, Defendants City of New York, New York City Police Department ("NYPD") Sergeant Leighton Barrett, Sergeant Kurt Klenke, Officer Ahmed Ali, Officer Palakpreet Kaur, Officer Adam Phillips, Officer Carlos Rebolledocortes, and Officer Ikram Ullah, and any defendant who is currently or subsequently named and hereafter represented by the Office of the Corporation Counsel in this action ("the City Defendants"), offered to allow Plaintiff to take judgment against Defendant City of New York in this action for the total sum of Five Thousand and One (\$5,001.00) Dollars, plus reasonable attorneys' fees, expenses, and costs to the date of the offer – December 20, 2024 - for Plaintiff's federal claims against the City Defendants; and

**WHEREAS**, on January 3, 2025, Plaintiff provided the City Defendants with written notice that Plaintiff had accepted the City Defendants' Rule 68 Offer of Judgment;

**NOW, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

1. Pursuant to Rule 68 of the Federal Rules of Civil Procedure, Plaintiff Adam D. White hereby takes judgment against Defendant City of New York in this action for the total sum of Five Thousand and One (\$5,001.00) Dollars, plus reasonable attorneys' fees, expenses, and costs to the date of the offer – that is, December 20, 2024 – for Plaintiff's federal claims against the City Defendants.

2. This judgment is in full satisfaction of all federal and state law claims or rights that Plaintiff may have to damages, or any other form of relief, arising out of the alleged acts or omissions of Defendants City of New York, Barrett, Klenke, Ali, Kaur, Phillips, Rebolledocortes, and Ullah or any official, employee, or agent, either past or present, of the City of New York, or any agency thereof, in connection with the facts and circumstances that are the subject of this action.

3. The City Defendants' Offer of Judgment was made for the purposes specified in Rule 68 of the Federal Rules of Civil Procedure and is not to be construed as an admission of liability by Defendants City of New York, Barrett, Klenke, Ali, Kaur, Phillips, Rebolledocortes, Ullah, or any official, employee, or agent of the City of New York, or any agency thereof; nor is it an admission that Plaintiff has suffered any damages.

4. By accepting the City Defendants' Offer of Judgment, Plaintiff releases and discharges Defendants City of New York, Barrett, Klenke, Ali, Kaur, Phillips, Rebolledocortes, and Ullah; their successors or assigns; and all past and present officials, employees, representatives, and agents of the City of New York, or any agency thereof, from any and all

claims that were or could have been alleged by Plaintiff arising out of the facts and circumstances that are the subject of this action.

5. By accepting the City Defendants' Offer of Judgment, Plaintiff waives Plaintiff's right to any claim for interest on the amount of the judgment.

6. By accepting the City Defendants' Offer of Judgment, Plaintiff agrees that the aforesaid payment of Five Thousand and One (\$5,001.00) Dollars to Adam White within ninety (90) days of the date of acceptance of the offer – that is, January 3, 2025 - shall be a reasonable time for such payment, unless Plaintiff received medical treatment in connection with the underlying claims in this case for which Medicare has provided, or will provide, payment in full or in part. If Plaintiff is a Medicare recipient who received medical treatment in connection with the claims in this case, the ninety (90) day period for payment shall start to run from the date the Plaintiff submits to Counsel for the City Defendants a final demand letter from Medicare.

7. By acceptance the City Defendants' Offer of Judgment, Plaintiff agrees to resolve any claim that Medicare may have for reimbursement of conditional payments it has made as secondary payer, and a Medicare Set-Aside Trust shall be created, if required by 42 U.S.C. § 1395y(b) and 42 C.F.R. §§ 411.22 through 411.26. Plaintiff further agrees to hold harmless Defendants City of New York, Barrett, Klenke, Ali, Kaur, Phillips, Rebolledo Cortes, and Ullah, and all past and present officials, employees, representatives, and agents of the City of New York, or any agency thereof, regarding any past and/or future Medicare payments, presently known or unknown, made in connection with this matter.

Dated: Brooklyn, New York  
\_\_\_\_\_, 2025

\_\_\_\_\_  
HON.